

E-Signature Agreement | Play Date MTX DBA Play Park MTX

E-SIGN DISCLOSURE AND AGREEMENT

(Effective 12/16/2022)

This E-SIGN Disclosure and Agreement (“E-SIGN Agreement”) applies to your use of the Play Park MTX websites, www.playparkmtx.com”). Please take this opportunity to review the following disclosures and information about using Play Park MTX and its subsidiaries’ (“Play Park MTX” or “we”) Websites. **If you are under the age of 18, you are not allowed to purchase an Play Park MTX or use the Websites.**

E-SIGN Disclosure and Agreement for Websites

As part of your relationship with Play Park MTX, we want to ensure you have all of the information you need to effectively navigate the Websites. Play Park MTX is required by law to give you certain information “in writing,” which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. This E-SIGN Agreement describes how Play Park MTX communicates with you electronically, provides additional detail about the Electronic Transactional Communications (as that term is defined below) that we provide you, and sets out hardware and software requirements you need to receive these Electronic Transactional Communications. Please review this E-SIGN Agreement as it applies to Electronic Transactional Communications and will be effective until expressly withdrawn by you.

Electronic Transactional Communications

You agree and consent to receive electronically Play Park MTX initiated transactional communications, agreements, statements, notices and disclosures (collectively, “Electronic Transactional Communications”) that we provide in connection with Play Date MTX’s products, services and Websites. Electronic Transactional Communications include, but are not limited to: agreements and policies you agree to (e.g., the Membership Agreement, Privacy Policy, Terms of Use, the E-SIGN Agreement, and Accessibility Policy), including updates to or related to these documents (e.g. increases to your Membership Dues or material changes to agreements). When you have opted into receiving such Electronic Transactional Communications, we may provide these Electronic Transactional Communications to you by posting them on the Websites or by emailing them to you at the primary email address listed in your Play Park MTX membership account. Electronic Transactional Communications will be emailed to the primary email address associated with your membership.

Receipt of Electronic Transactional Communications; Contact Information

Electronic Transactional Communications will be deemed received by you when such Electronic Transactional Communication is posted or sent to you. You agree that if Play Park MTX sends you an Electronic Transactional Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Transactional Communications, Play Park MTX will be deemed to have provided the Electronic Transactional Communication to you. You may not be able to update your information or transact using the Play Park MTX online membership portal and Play Date MTX’s Websites until we receive a valid, working primary email address from you. If you use a spam filter or similar

software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add Play Park MTX to your email address book so that you can receive Electronic Transactional Communications by email.

Required Hardware and Software

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Transactional Communications. By your acceptance of this E-SIGN Agreement, you represent that you will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to saving and/or printing) any Electronic Transactional Communications provided to you. You must have: (a) a valid email address on file with Play Park MTX; (b) a computer, mobile device, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Electronic Transactional Communications received; (c) and sufficient storage space to save Electronic Transactional Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Transactional Communications. We will notify you if there are any material changes to the hardware or software needed to receive Electronic Transactional Communications. By giving your consent you confirm that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Transactional Communication for your records. You may need to print or save a copy of Electronic Transactional Communications for your records as they may not be accessible online at a later date. You must (1) have access to an Internet service account; (2) be able to view documents on your computer; (3) use a browser that supports the HTML 4.0 standard, such as Internet Explorer, Safari, or Mozilla; (4) use Adobe Acrobat version 4.0 and above; (5) be able to receive email at the email address you provide to Play Park MTX; and (6) have access to a computer and operating system that can support these functions and software, and that (i) permits you to save files on a storage device for later reference, or (ii) is connected to a printer that will print out information displayed on your Internet browser. You will need at least 1.0 MB of storage space available. You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider.

Additional Copies

Additional electronic copies of any Electronic Transactional Communication may be provided to you without charge by contacting Play Park MTX within 14 days of the original date of the communication. You may also request paper copies of any Electronic Transactional Communication within 14 days of the communication by contacting Play Park MTX at the address provided in your Membership Agreement, but Play Park MTX reserves the right to assess a reasonable fee for providing such paper copies.

Withdrawal of Electronic Transactional Communications Acceptance of Disclosures and Notices You may withdraw your consent to receive Electronic Transactional Communications by contacting Play Park MTX at playparkmtx@gmail.com. If you fail to provide your consent to this E-SIGN Agreement, or if you withdraw your consent to receive Electronic Transactional Communications, Play Park MTX reserves the right to terminate your membership or charge you additional fees for paper copies.

Federal Law; Termination and Changes

You acknowledge and agree that your consent to Electronic Transactional Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the

provision of your Electronic Transactional Communications, or to terminate or change the terms and conditions on which we provide Electronic Transactional Communications. We will provide you with notice of any such termination or change as required by law.

Consent

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email address for use. This consent applies to your use of the Websites.